

Changes from 4.0d2 to 4.0d3

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	<p>Using this Public License</p> <p>This Public License provides a standard set of terms and conditions that creators and other rights holders may use to share original works of authorship and other content and materials subject to Copyright and Similar Rights (defined below).</p> <p>Considerations for licensors: This irrevocable Public License is intended for use by those authorized to give the public permission to use material in ways otherwise restricted by</p>	<p>Added “Using this Public License” section to point out important considerations for licensors before applying the license and for the public before using licensed material.</p>

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Public License	Public License	

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<u>BY-NC-SA 4.0d2</u>	<u>BY-NC-SA 4.0d3</u>	<u>CC Comments</u> [Note: Detailed explanations on the 4.0 wiki.]
	these terms and conditions.	
Section 1 – Definitions.	Section 1 – Definitions.	
<p>1(a) Adaptation means a work derived from or based upon the Work, in which the Work is translated, altered, modified or otherwise adapted in a manner that results in a new work subject to copyright or Copyright-like Rights. For purposes of this Public License, where the Work is a musical work, performance, or phonogram, the synchronization of the Work in timed-relation with a moving image is an Adaptation.</p>	<p>1(b) Adapted Material means material subject to Copyright and Similar Rights that is derived from or based upon the Licensed Material and in which the Licensed Material is translated, altered, arranged, transformed or otherwise modified in a manner requiring permission under the Copyright and Similar Rights licensed here. For purposes of this Public License, where the Licensed Material is a musical work, performance or sound recording, Adapted Material is produced when the Licensed Material is synched in timed-relation with a moving image. In addition, if the Licensor has Sui Generis Database Rights that apply to You, if You extract all or a substantial portion of the contents of the database and include that content in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its contents) is Adapted Material.</p>	<p>Language slightly adjusted in first two sentences for clarity and legal precision.</p> <p>Added third sentence defining Adapted Material in the context of Sui Generis Database Rights. See the Sui Generis Database Rights 4.0 wiki page for more information.</p>
1(b) Adaptation License has the meaning set forth in Section 3(b)(1).	1(a) Adaptation License has the meaning given in Section 3(b)(1).	No change.

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	<p>1(d) Creative Commons Compatible License means a license listed at http://creativecommons.org/compatiblelicenses and approved by Creative Commons as essentially the equivalent of this Public License.</p>	<p>This definition now proposed to be included in BY-NC-SA in addition to BY-SA. Additionally, the definition has been shortened and the two minimum criteria removed. Both of these changes, inclusive of where criteria will be documented, will be fully vetted during the upcoming public discussion period.</p>
	<p>1(e) Exceptions and Limitations means fair use, fair dealing and/or any other right, limitation or exception to Copyright and Similar Rights that applies to Your use of the Licensed Material.</p>	<p>Definition inserted to help clearly communicate how the license operates in connection with exceptions and limitations.</p>
<p>1(d) License Elements means the following terms and conditions as indicated in the name of this Public License: Attribution, NonCommercial, ShareAlike.</p>	<p>1(f) License Elements means the following conditions and limitations indicated in the name of this Public License: Attribution, NonCommercial, ShareAlike.</p>	<p>Language slightly adjusted.</p>

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1(f) Licensor means the individual or entity offering the Work under this Public License.	1(i) Licensor means the individual or entity granting this Public License.	Language slightly adjusted.
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1(j) You means the individual or entity exercising the Licensed Rights under this Public License.	1(m) You means the individual or entity exercising the Licensed Rights under this Public License. Your has a corresponding meaning.	No change, except defining “Your.”
	1(l) Sui Generis Database Rights means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights in other locations.	Added definition for use in provisions that apply only when sui generis database rights are being licensed. Scope includes parallel laws established outside of the European Union, such as Mexico and Korea.
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2(a)(B) The license granted above is irrevocable for the term of this Public License as specified in Section 5.	2(a)(2) <u>Term</u> . This Public License applies for the term specified in Section 5.	Language slightly adjusted. Removal of irrevocable as unnecessary (not in 3.0).

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2(b) <u>Other rights.</u>	2(b) <u>Other rights.</u>	
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<p>2(b)(4) You may exercise the Licensed Rights in all media and formats whether now known or hereafter created. You have the right to make modifications technically necessary to exercise the Licensed Rights in all media and formats.</p>	<p>2(a)(3) <u>Media and formats; technical modifications allowed.</u> The Licensor authorizes You to exercise the Licensed Rights in all media and formats whether now known or hereafter created, and to make technical modifications necessary to do so. The Licensor waives or agrees not to assert any right or authority to forbid You from making technical modifications necessary to exercise the Licensed Rights, including technical modifications necessary to circumvent effective technological measures applied by the Licensor. For purposes of this Public License, making modifications authorized by this Section 2(a)(3) does not produce Adapted Material.</p>	<p>Language changed to make authorizations more explicit.</p> <p>Added permission from licensor to circumvent TPMs applied by the licensor, an outgrowth of the draft 2 discussion. Not a guarantee that breaking DRM is safe or legal, but as between licensor and licensee this clause is intended to have some legal effect.</p> <p>Made explicit that modifications made under this section do not constitute adaptations for purposes of ShareAlike or NoDerivatives.</p>

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3(a)(1)(A) identify the author(s) of the Work as well as other parties designated by Licensor to receive attribution in the manner designated by Licensor,	3(a)(1)(A) identify the creator(s) of the Licensed Material and others designated by the Licensor to receive attribution, in any reasonable manner requested by the Licensor (including by pseudonym or trademark if designated);	Changed terminology to better account for database makers (“creators”) and specified that licensor requirements must be reasonable. Also added two examples of the ways in which licensors may request to be attributed.
	3(a)(1)(B) retain a copyright notice if supplied by the Licensor with the Licensed Material;	Reinserted requirement because it is rarely burdensome and often important and good for the copyright ecosystem.

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<p>3(b)(2) You must include a copy of, or the URI for or a hyperlink to, the Adaptation License.</p>	<p>3(b)(2) You must include the text of, or the URI or hyperlink to, the Adaptation License. You may satisfy this condition in any reasonable manner based on the medium, means and context in which You Share the Adapted Material.</p>	<p>Changed language to allow inclusion of license text. Made requirement subject to reasonableness standard.</p>

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3(b)(4) For the avoidance of doubt, the conditions set forth in this Section 3(b) apply to the Adaptation only.	[Removed]	Removed because unnecessary in light of other changes in ShareAlike section noted above.
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